

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MOHAN'S CUSTOM TAILORS, INC., X

Plaintiff.

-against-

ALASTAIR BESPOKE INC., SHREYAS
DESHPANDE, and DAVID COHEN,

Defendants. X

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: _____
DATE FILED: 6/1/2020

No. 19 Civ. 03448 (LAK)(RWL)

**PERMANENT INJUNCTION
ON CONSENT**

Upon the parties having entered into a Settlement Agreement ("Settlement Agreement") which provides for a full settlement of all claims made in this Litigation, and upon the consent of the parties that the Defendants shall be enjoined, as provided in the Settlement Agreement,

IT IS HEREBY ORDERED THAT, pursuant to Rule 65(d) of the Federal Rules of Civil Procedure, Defendants Alastair Bespoke, Inc., Shreyas Deshpande, also known as Sam Deshpande, and David Cohen, and their respective subsidiaries, affiliates, divisions, officers, directors, principals, servants, employees, successors and assigns, and all those in active concert or participation with them or any of them ("Defendants"), are hereby permanently enjoined as follows:

- (1) from making any further use for any purpose of Plaintiff Mohan's Custom Tailors, Inc.'s ("Plaintiff") customer lists, or any addresses, phone numbers, and/or email addresses derived from or in lists or purchase order materials of individuals maintained by Plaintiff and which information related or relates to customers of Plaintiff at any time prior to the time of Deshpande's resignation from Plaintiff, September 9, 2019 ("Plaintiff's Proprietary Information"); and

(2) within fifteen (15) days after entry of this Permanent Injunction on Consent, Defendants shall destroy or shall have destroyed any hard copies of the Plaintiff's Proprietary Information within their possession or control, and shall delete from Defendants' digital files all digital copies of the Plaintiff's Proprietary Information within their possession or control; and

IT IS HEREBY FURTHER ORDERED THAT during the period of two years following the date of this Permanent Injunction on Consent, Defendants shall not communicate with or otherwise contact any individual(s), except for the individual co-defendant herein, whom they know to be or to have been Plaintiff's customers regarding i) any business proposal, or to ii) solicit the purchase of clothing or tailoring services from any such individuals, or otherwise discuss with any such individuals, clothing or tailoring services; and

IT IS FURTHER ORDERED THAT Defendants shall file with the Court, and serve on Plaintiff's counsel, within twenty (20) days after entry of this Permanent Injunction on Consent, a report in writing, under oath, confirming that Defendants have complied with Paragraph (2) of this Permanent Injunction on Consent; and

IT IS FURTHER ORDERED THAT, upon the final disposition of this litigation, this Court shall retain jurisdiction over this litigation for the purpose of enforcing the provisions of this Permanent Injunction on Consent, and, in the event of any violation of this Order by any Defendant, Plaintiff shall be entitled to recover all costs and expenses arising out of said violation, including, without limitation, reasonable attorney's fees, paid or incurred by Plaintiff in enforcing and in obtaining performance by Defendant(s) of the provisions of this Permanent Injunction on Consent, in addition to any fines, damages, or injunctive relief that may be awarded by this Court.

Dated: New York, New York
April 27, 2020

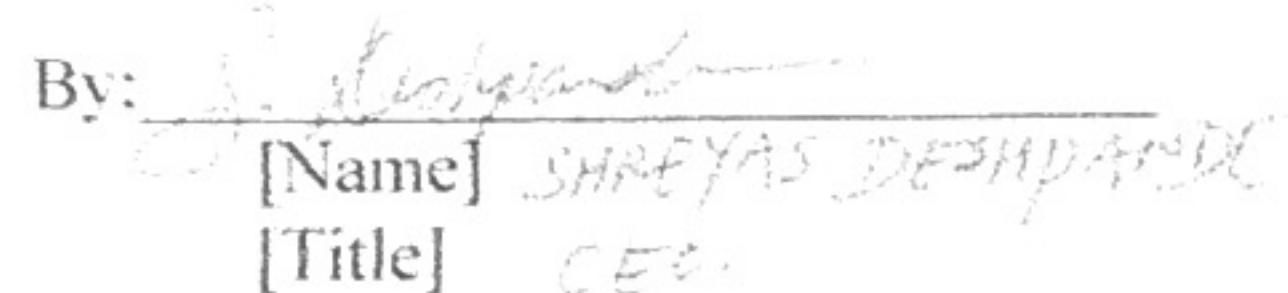


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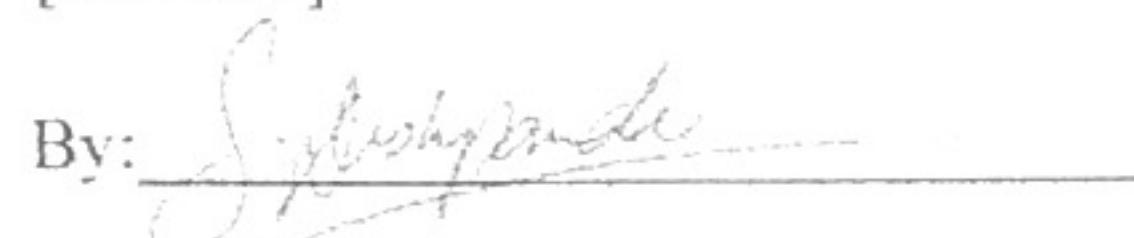
Robert W. Lehrburger
United States Magistrate Judge

We consent to the entry of the foregoing Permanent Injunction on Consent:

Dated: ALASTAIR BESPOKE INC.
[Address]

By: 
[Name] SHREYAS DESHPANDE
[Title] CEO

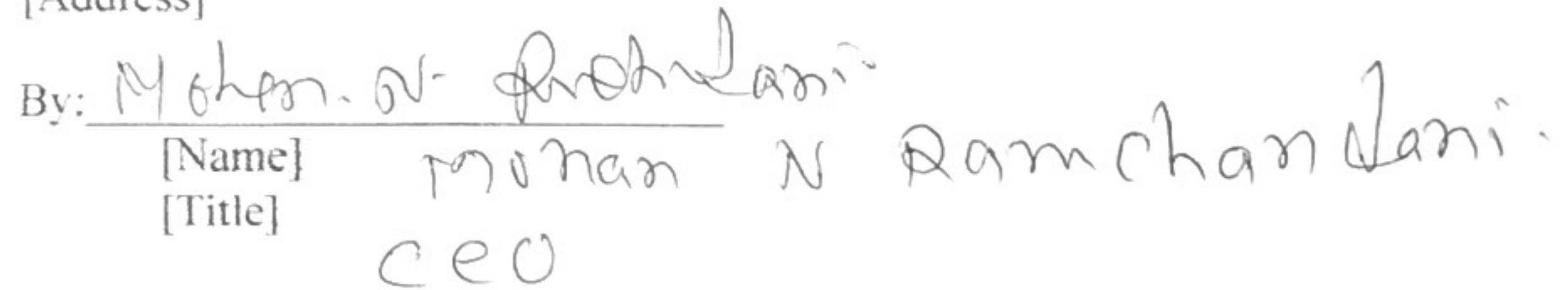
Dated: 4/27/20 SHREYAS DESHPANDE
[Address]

By: 

Dated: DAVID COHEN
[Address]

By: 

Dated: MOHAN'S CUSTOM TAILORS, INC.
[Address]

By: 
[Name] Mohan N. Ramchandani
[Title] CEO